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#### Contract Database Metadata Elements

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GEN  
7250

**AGREEMENT**  
between the  
**NEW YORK STATE TEACHERS'**  
**RETIREMENT SYSTEM**

and

**THE CIVIL SERVICE**  
**EMPLOYEES ASSOCIATION, INC.**  
**ON BEHALF OF LOCAL 658**



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**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

207



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**2003-2007**

**AGREEMENT**

The New York State Teachers' Retirement System, referred to hereinafter as "System," and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, on behalf of Local 658, representing employees covered by the terms of this Agreement, referred to hereinafter as "CSEA," do hereby reach agreement for the purpose of enhancing the material conditions of the employees and to promote the general facilities of the New York State Teachers' Retirement System.

**ARTICLE 1**

**Recognition**

The System, pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages and other conditions of employment for employees of the System in the negotiating unit. The negotiating unit shall not include those individuals who are Executives, Division Managers, Managers, Assistant Managers, any position in Human Resources, and the following specifically designated titles:

Actuary  
Administrative Aide (Legal)  
Administrative Assistant to the Executive Director  
Administrative Associate (2)  
Administrative Secretary to Human Resources  
Assistant Attorney (2)  
Assistant Budget & Planning Officer  
Assistant General Counsel (2)  
Assistant Manager of Benefits  
Assistant Manager of Facility Services  
Assistant Manager of Finance  
Assistant Manager of Fixed Income  
Assistant Manager of Human Resources  
Assistant Manager of Internal Audit  
Assistant Manager of Investment Information

Assistant Manager of Information Services  
Assistant Manager of Member and Employer Services (2)  
Assistant Manager of Research and Valuation  
Assistant Real Estate Officer (Equity) (2)  
Assistant to the Actuary  
Assistant to the Administrative Aide  
Associate Budget & Planning Analyst  
Associate Personnel Administrator  
Associate Real Estate Officer (2)  
Assistant to the Director of Administration  
Budget & Planning Analyst  
Communications Program Coordinator  
Coordinator of Investment Information  
Coordinator of Public Information  
Data Processing Coordinator (5)  
Director of Administration  
Director of Internal Audit  
Director of Member Relations  
Executive Director  
General Counsel  
Human Resources Assistant (2)  
Human Resources Associate (2)  
Human Resources Clerk  
Manager of Benefits  
Manager of Budget & Planning  
Manager of Equity Investments  
Manager of Facilities Development  
Manager of Facility Services  
Manager of Finance  
Manager of Fixed Funds  
Manager of Human Resources  
Manager of Information Services  
Manager of Internal Audit  
Manager of Investment Information  
Manager of Member and Employer Services  
Manager of Private Equity

Manager of Public Information  
Manager of Research and Valuation  
Manager of the Information and Communication Center  
Quality and Training Coordinator  
Real Estate Investment Officer  
Secretary to the General Counsel  
Secretary to the Manager of Budget & Planning  
Securities Investment Officer  
Senior Budget & Planning Analyst (2)  
Senior Investment Advisor

The System reserves the right to rename any of the above listed titles.

For the purpose of this Agreement, the following definitions shall apply:

**EXECUTIVE** shall be defined as an employee who is appointed by the Board of the System.

**DIVISION MANAGER** shall be defined as an employee who reports directly to an Executive and who is responsible for a specific department or departments.

**MANAGER** shall be defined as an employee who reports directly to an Executive or Division Manager and is responsible for a specific department.

**ASSISTANT MANAGER** shall be defined as an employee who reports directly to a Manager and is vested with the authority of the Manager in the absence thereof.

Newly created departments or existing departments, except as otherwise provided in this Article, shall be limited to one Manager and one Assistant Manager.

The words "employee" or "employees" as used in this Agreement shall mean only the employees in the negotiating unit. The System reserves the right to apply to the Public Employment Relations Board, hereinafter referred to as PERB, to exclude from the negotiating unit any other positions it deems to be management or confidential.

## **ARTICLE 2**

### **Unchallenged Representation**

The System and CSEA agree, pursuant to Section 208 of the Civil Service Law, that CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

## **ARTICLE 3**

### **Employee Organization Rights**

#### **3.1 List of Employees**

The System at its expense shall furnish CSEA with a computer printout of the names, addresses and social security numbers of all employees in the bargaining unit as soon as feasible after the execution of this Agreement, and thereafter on a semi-annual basis. At the beginning of each month, the System's Human Resources Department will provide the names and addresses of employees added to and deleted from the personnel roster. CSEA agrees to keep the information confidential.

#### **3.2 Employee Organization Leave**

The System shall provide time off, without charge to leave credits for employees, upon reasonable advance request, and so as not to interfere with the proper conduct of governmental functions as follows:

- a) to CSEA a total of 45 days per contract year to be used for CSEA Local 658 business;
- b) to CSEA an additional ten days in the final year of the negotiated agreement; in addition, ten (10) unused days from each of the previous two years of this Agreement may be added to this total;
- c) the decision relative to which employees may use the time referred to in (a) and (b) above and how much rests solely with the Local 658 president; such decisions are not subject to the grievance procedure;
- d) to the employee who is empowered to investigate, process and present grievances; for such purposes, such action shall not interfere with work duties and performance and shall be reasonably controlled by the System;
- e) to the five employees of the System who are on the CSEA negotiating team for all negotiations that take place during the normal working day.

The number of employees of the System on the CSEA negotiating committee shall not exceed nine.

Requests for use of time under this section, except for (e), shall be made on form PER 36. A completed PER 36 should be forwarded to the supervisors and/or manager for approval of time away from the employee's job; the supervisor forwards the form to the Local 658 President for approval of the use of the time; the Local 658 President forwards the form to the Human Resources Department; the Human Resources Department will advise all concerned with regard to the disposition of the request.

### **3.3 Access to Employees**

**A.** A CSEA representative shall have access during working hours to consult with employees regarding membership, services and programs. Such consultations shall not interfere with work duties and performance and shall be reasonably controlled by the System.

**B.** The CSEA representative is defined as an individual from State Headquarters or the President of Local 658 or his/her designated representative.

### **3.4 Bulletin Boards**

**A.** The System shall provide exclusive bulletin board space for CSEA for the posting of materials related to CSEA business in accordance with the procedure in effect prior to the effective date of this Agreement. No other competing organization shall be able to post materials at such locations. No material shall be posted which is profane, obscene or defamatory or which constitutes election campaign material for or against any person, organization or faction of the System or its representatives.

**B.** The System shall provide CSEA access to the NYSTRS Intranet as a means of communicating with its members. Use of the Intranet is subject to NYSTRS policy and the provisions of Section 3.4(A) above. Any information referencing either NYSTRS Management, or an issue involving labor and management must be approved by the Human Resources Department prior to posting. Time spent developing and maintaining the CSEA Intranet "page" during working hours must be approved and charged against Employee Organization Leave in accordance with the provisions set forth in Section 3.2 of this Agreement.

### **3.5 Meetings**

The System shall designate representatives to meet with at least three but no more than five representatives of CSEA to discuss matters of mutual concern upon two weeks' notice by either party on a mutually agreed upon date on a quarterly basis. The notice shall include an agenda for the meeting and the names of the representatives. Meetings other than the quarterly meetings may be held upon mutual agreement. Actual time off used during working hours for these meetings will be granted by the System.

### **3.6 Payroll Deduction**

CSEA shall have exclusive payroll deduction of membership dues, Public Employees Organizing to Promote Legislative Equality (PEOPLE) membership fees, and insurance premiums for employees and no other employee organizations shall be accorded such payroll deduction privilege.

### **3.7 Meeting Space**

The System shall, where feasible, allow use of available meeting space to CSEA Local 658. CSEA shall reimburse the System for any additional expense incurred by reason of the furnishings of the facilities.

## **ARTICLE 4**

### **Payroll Deductions**

**4.1** The System agrees to deduct, from the wages and salary of every non-member in the negotiating unit, an agency shop fee in the amount of dues levied by the Civil Service Employees Association, Inc., and to transmit said sums in a separate check to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. The System also agrees to send a list containing the names, social security numbers, and dollar amounts paid by such agency shop fee employees.

**4.2** The System agrees to deduct from the wages of any employee who is a member of CSEA, a PEOPLE deduction as provided for by written authorization. CSEA is responsible to distribute, collect, and remit such written authorization forms to the System. The authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and CSEA. The System will transmit such deductions in a separate check to CSEA Inc., 143 Washington Avenue, Albany, NY 12210. The System also agrees to send a list containing the names, social security numbers, and dollar amount paid by such employees.

## **ARTICLE 5**

### **Management Rights**

All the customary and usual rights, powers, functions and authority of management are vested in the management officials of the System. These rights include, but are not limited to, the right:

- a) to direct employees of the System;
- b) to select, hire, promote, transfer, assign, and retain employees in positions and to suspend, demote, discharge, or take disciplinary action against such employees in accordance with the Merit System;
- c) to relieve employees from duties because of lack of work or for other legitimate purposes in accordance with the spirit as well as the letter of the Civil Service Law;
- d) to maintain discipline and efficiency of the employees and the operation of the System;
- e) to determine the methods, means, schedules, procedures and personnel by which such operations are to be conducted;
- f) to take whatever actions may be necessary to carry out the mission of the System consistent with legal requirements.

## **ARTICLE 6**

### **No Strikes**

**6.1** CSEA does not assert the right to strike against the System, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. CSEA shall not interfere with, restrain or coerce a System employee in the exercise of the rights of the employee to form, join and participate in, or to refrain from forming, joining, or participating in, any employee organization of his own choosing or to cause, or attempt to cause, the System to do so. CSEA shall not participate in or induce a System employee to participate in secondary boycott, secondary recognition or wrongful recognition picketing.

**6.2** Nothing contained in this Agreement shall be construed to limit the rights, remedies and duties of the System or the rights, remedies and duties of CSEA or employees under State Law.

## **ARTICLE 7**

### **Holiday Pay**

**7.1** An employee who is eligible for overtime pay in accordance with Article 16 of this Agreement who is required to work on a holiday observed by the System shall receive compensation at a rate equal to one and one-half times his regular hourly rate of pay for all hours worked in addition to his holiday pay.

**7.2** An employee who is not eligible for overtime pay in accordance with Article 16 of the Agreement who is required to work on a holiday observed by the System shall be credited with compensatory time off equal to one and one-half times all hours worked on the holiday.

## **ARTICLE 8**

### **Shift Differential**

A full-time employee whose regular shift of work requires such employee to work between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential equal to 15% (fifteen) of their regular hourly rate for all time worked during such period.

## **ARTICLE 9**

### **Health Insurance**

#### **9.1 Coverage**

(a) Effective January 1, 2004, the System shall provide each employee with health insurance through the New York State Health Insurance Plan (NYSHIP). All options offered by NYSHIP to Employees of Participating Employers will be available to System employees in accordance with NYSHIP rules and subject to Section 9.2 of this Article. Options currently include the Empire Plan and several HMO plans. All coverage options and all benefit levels within such options, which include, but which are not limited to the following, are determined by NYSHIP and as such are subject to change without negotiation:

- in-patient and out-patient hospital
- medical and surgical, physical medicine (including chiropractic treatment and physical therapy)
- in-patient and out-patient mental health and substance abuse



- prescription drug levels
- participating provider network(s)
- co-payment amounts and other ministerial matters

(b) Effective January 1, 2004, the System shall offer each employee and his/her eligible dependents enrolled in System health coverage pursuant to this Article 9 with vision coverage through the CSEA Employee Benefit Fund. The level of coverage will be the Platinum 12 Optical Plan (without riders).

(c) The System agrees to meet with representatives of the CSEA once each year to review the cost of Health Insurance. If the System, in its sole discretion and at its sole initiative determines a change in providers is warranted, CSEA will have equal representation and participation in the competitive selection process and evaluation of potential providers. The final decision with respect to the selection of the new provider will be the System's. Benefits under any new provider must be substantially equivalent to those provided under the then current System health plan and CSEA must independently confirm, in writing, that the benefits are substantially equivalent, prior to any change in providers being implemented. Confirmation shall not be unreasonably withheld or delayed.

## **9.2 Premium Contributions**

a) Effective January 1, 2004 through December 31, 2005, full-time employees, shall contribute 10% of the cost of the coverage provided for in Section 9.1, up to an annual maximum contribution of \$1100 if the employee is below Grade 14, and an annual maximum contribution of \$1300 if the employee is Grade 14 or above.

b) Effective January 1, 2006, the annual maximum contribution will increase to \$1250 if the employee is below Grade 14 and \$1450 if the employee is Grade 14 or above.

c) Effective January 1, 2007, the annual maximum contribution will increase to \$1400 if the employee is below Grade 14 and \$1600 if the employee is Grade 14 or above.

d) In the event that the employee selects a NYSHIP health insurance option with a premium that exceeds the premium for the Empire Plan, then the employee will pay the contribution specified in Sections 9.2(a), (b) or (c) as applicable, and the full cost of the difference in premiums

between the Empire Plan and NYSHIP Option selected. This provision applies only to options with a premium that exceeds the premium of the Empire Plan.

e) Effective April 1, 1999, employees who are either hired or mandated to work a 50% or greater part-time schedule, shall pay the same premium contribution for the coverage provided in Section 9.1, as if the employee was in full-time status. An employee who voluntarily elects a 50% or greater part-time schedule and is subsequently denied a request to return to a full-time schedule, will be considered as mandated to work part-time for purposes of this article. An employee who voluntarily elects part-time status, or is hired as a part-time employee at less than a 50% part-time schedule, shall pay a pro-rated share of the premium contribution for coverage provided in Section 9.1, without regard to the annual maximum contributions, as the case may be. Such prorated amount shall be based on the number of hours the employee is scheduled to work.

### **9.3 Informational Meetings**

a) The System shall conduct on an annual basis informational meetings relative to health and dental insurance coverage for all employees.

### **9.4 Retiree Eligibility**

The eligibility for health and vision coverage of retired employees of the System under the program for retired employees shall be as follows:

- a) The employee must be employed by the System at the time of retirement;
- b) The employee must have at least ten (10) years of service with the System at the time of retirement;
- c) At the time of retirement from the System, the employee must commence receiving a pension from the New York State and Local Employees' Retirement System or the New York State Teachers' Retirement System and must continue to receive said pension;
- d) Employees who retire on or after July 1, 1985 shall pay an amount equal to that paid by an active employee for similar coverage.

### **9.5 Conversion of Sick Leave Credits**

Effective April 1, 1991 an employee, who is eligible to continue health insurance coverage upon retirement, as described in Section 9.4 of this

Agreement, is entitled to a sick leave credit to be used to defray any employee contribution toward the cost of the premium. The basic monthly value of the sick leave credit shall be determined as follows: daily rate of pay at the time of retirement times days of unused sick leave at the time of retirement, up to a maximum of 165 days, divided by life expectancy in months based on the employee's age at retirement. Effective January 8, 2004, the maximum number of days of unused sick leave, referenced in the above formula, will increase to 185 days.

The employee may elect to apply up to 100% of the basic monthly value of the credit toward defraying the required contribution to the monthly premium during their own lifetime. Under this election the credit would cease upon the employee's death.

As an alternative the employee may elect to apply up to 70% of the basic monthly value of the credit toward defraying the required contribution to the monthly premium during their own lifetime. Upon the death of the employee, however, any eligible surviving dependent(s) may also apply up to 70% of the basic monthly value of the sick leave credit toward the dependent survivor share of the monthly premium for the duration of the dependent's eligibility. The System has the right to prospectively change the percentage of credit available under this option so as to keep this option cost neutral.

Should the basic monthly value of the sick leave credit under either option be greater than the required contribution to the monthly premium neither the employee nor their eligible dependent survivor(s) is entitled to the difference.

The employee must select one of the two methods of sick leave credit application at the time of retirement and such selection is irrevocable. In the absence of a selection by the employee, the 100% method shall be applied.

#### **9.6 Employee Assistance Program**

The System agrees to provide an Employee Assistance Program that is available to employees and members of their families for personal and family diagnostic services. It is understood and agreed that the System will not be responsible for any cost incurred if or when referrals are made to other organizations, individuals, or agencies.

## **ARTICLE 10**

### **Dental Insurance Plan**

**10.1** The System agrees to contribute 100% of the monthly cost of the individual coverage and 50% of the monthly cost of the family coverage of the Empire Blue Cross Blue Shield administered Dental Plan or any successor Dental Plan implemented pursuant to Section 10.3, for full-time employees.

**10.2** Effective April 1, 1999, employees who are either hired or mandated to work a 50% or greater part-time schedule shall pay the same premium equivalent dental insurance contribution as if the employee was in full-time status. An employee who voluntarily elects a 50% or greater part-time schedule and is subsequently denied a request to return to a full-time schedule, will be considered as mandated to work part-time for purposes of this article. An employee who voluntarily elects part-time status, or is hired as a part-time employee at less than a 50% part-time schedule, shall pay a pro-rated share of the premium or premium equivalent, as the case may be. Such prorated amount shall be based on the number of hours the employee is scheduled to work.

**10.3** If the System, in its sole discretion and at its sole initiative determines a change in providers is warranted, CSEA will have equal representation and participation in the competitive selection process and evaluation of potential providers. The final decision with respect to the selection of the new provider will be the System's. Benefits under any new provider must be substantially equivalent to those provided under the then current System dental plan and CSEA must confirm, in writing, that the benefits are substantially equivalent, prior to any change in providers being implemented. Confirmation shall not be unreasonably withheld.

## **ARTICLE 11**

### **Retirement**

**a)** The present retirement benefits shall be continued, subject to statutory changes over which the parties have no control.

**b)** Employees who retire after April 1, 1991 shall have available the benefits of Article 9.5 of this Agreement.

## **ARTICLE 12**

### **Normal Workday and Workweek**

#### **12.1 Workweek**

- a) The normal workweek shall be five days per week, Monday through Friday.
- b) The workweek and workday established pursuant to this Article shall not be changed without the consent of the employee affected, except in an emergency, without reasonable advance notice and consultation.

#### **12.2 Workday**

- a) The workday shall be 7 ½ hours.
- b) An employee may report to work between 8:00 a.m. and 9:00 a.m., but shall not be allowed to continue the workday beyond 4:45 p.m.
- c) Notwithstanding the above, an employee may be assigned to work overtime.
- d) For the purpose of this section, the Published Workday shall be 8:30 a.m. to 4:15 p.m., which shall be adequately staffed to meet operational needs.
- e) Each workday, an employee shall take a minimum lunch period of 30 minutes and a separate break of 15 minutes. However, once each week a lunch period of one hour and fifteen minutes shall be allowed.
- f) Leave shall be charged on the basis of seven and one-half hours per day.

#### **12.3 Summer Work Hours**

- a) Summer work hours shall begin on the first day of the first pay period that ends in July and end on the last day of the pay period that includes Labor Day.
- b) On Monday through Thursday, an employee may report to work between 7:30 a.m. and 8:30 a.m. and shall not be allowed to continue the workday beyond 4:45 p.m. On Friday, an employee may report to work between 7:30 a.m. and 8:30 a.m. and shall not be allowed to continue the workday beyond 1:00 p.m.
- c) Notwithstanding the above, an employee may be assigned to work overtime.

d) For the purpose of this section, the Published Workday, from Monday through Thursday, shall remain 8:00 a.m. to 4:15 p.m. and for Friday, 8:00 a.m. to 12:30 p.m. which shall be adequately staffed to meet operational needs. Monday through Thursday, an employee shall take a minimum lunch period of 30 minutes and a break of 15 minutes. There shall be no lunch period or break on Friday.

e) Leave shall be charged on the basis currently established.

#### **12.4 Labor/Management Flex-time Committee**

There shall be a Labor/Management Committee of equal representation to review any issues, which might arise in the application of the flex-time work schedule.

### **ARTICLE 13**

#### **Continuous Hours of Work**

A full time employee shall not be required but may volunteer to work more than 12 consecutive hours in a 24-hour period while at the System's office.

### **ARTICLE 14**

#### **Attendance and Leave**

##### **14.1 Holiday Observance**

The following shall be observed as paid holidays by the System:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

If a holiday falls on a Saturday, the preceding Friday shall be granted as a day off. If a holiday falls on a Sunday, the succeeding Monday shall be granted as a day off. It is understood that, under no circumstances, is a day off granted by the Governor or any other public official outside the System binding on the System.

#### **14.2 Vacation and Sick Leave**

a) Employees of the System shall earn 13 days' annual leave for each 26 pay periods, credited at the rate of three and three-quarter hours for each payroll period, plus additional days each year equal to the number of years of continuous service completed during their second through seventh years. After the anniversary date on which an employee is credited with seven additional days, he/she thereafter shall earn 20 days' annual leave for each 26 pay periods, credited at the rate of five and three-quarter hours per pay period plus one-quarter hour at the end of the 13th and 26th payroll periods. Annual leave shall be charged on the basis of seven and one-half hours per day.

b) All employees shall earn 13 days' sick leave for each 26 pay periods, credited at the rate of three and three-quarter hours for each payroll period. Sick leave shall be charged on the basis of seven and one-half hours per day.

#### **c) Charging of Leave Time**

Vacation and sick leave credits will be charged in minimum units of one-quarter hour.

#### **14.3 Additional Vacation Credit**

a) The System agrees to grant employees who have 15 or more years of continuous service and who are entitled to earn and accumulate vacation credits, additional credit as follows:

<u>Completed Years of Continuous Service*</u>	<u>Additional Vacation Credit</u>
15 to 19	1 day
20 to 24	2 days
25 to 29	3 days
30 to 34	4 days
35+	5 days

b) Any employee who completes 15 or more years of continuous service, after the effective date of this Agreement shall, on that date, be credited with additional vacation in accordance with the schedule in a) above, and shall thereafter be eligible for additional vacation credit upon the completion of each additional 12 months of continuous service.

c) Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

#### **14.4 Vacation Credit Accumulation**

Vacation credits may be accumulated up to fifty (50) days. In the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may be so compensated for a maximum of 50 days.

#### **14.5 Sick Leave Accumulation**

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits without limit, provided, however, that the amount of such credit which may be used for retirement service credit shall be determined pursuant to Title 5 of the Retirement and Social Security Law of the State of New York. (Applicable Section is Section 41j (1) Allowance for Service)

\*Continuous service for the purpose of this article shall mean uninterrupted service, in pay status, as an employee. A leave of absence without pay, a resignation followed by a reinstatement or reemployment in service within one year following such resignation, shall not constitute an interruption of continuous service for the purposes of this article, provided, however, that leave without pay for more than six months or a period of more than six months between resignation and reinstatement or reappointment, during which the employee is not in service, shall not be counted in determining eligibility for additional vacation credits under this Article.

#### **14.6 Use of Sick Leave at Half Pay**

a) The System shall grant sick leave at half pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:



1. The employee shall not have less than one year of continuous service.

2. The employee's sick leave, vacation credits, overtime credits, compensatory credits and other accrued credits shall have been exhausted except the employee shall have the option to retain not in excess of three (3) personal leave days.

3. The cumulative total of all sick leave at half pay granted to an employee during his/her service shall not exceed one payroll period for each completed six months of his/her service.

4. Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the System; the System reserves the right to require an examination by a physician chosen by the System. If the System chooses the examining physician, it agrees to be responsible for his/her examination fee.

5. Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

6. In order to qualify for use of sick leave at half pay, an employee must have been absent for the five (5) consecutive work days immediately preceding the start of sick leave at half pay.

**b)** When an employee is determined to be permanently disabled and unable to perform the duties of his/her position, sick leave at half-pay will be granted or continued, only when the employee, or the System or any other person acting on the employee's behalf, has filed an application for a disability retirement allowance pursuant to the provisions of Title 7 of Article 2 of the Retirement and Social Security Law. In such circumstances, the employee shall be granted sick leave at half-pay until such eligibility is exhausted or the disability retirement application is acted upon, whichever occurs first.

#### **14.7 Use of Personal Leave**

**a)** The System shall not require an employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for the requested leave must be obtained; that the resulting absence

will not interfere with the proper conduct of governmental functions; and that an employee who has exhausted his/her personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or overtime credits.

b) Each full time, temporary or permanent employee shall be granted five (5) days (thirty-seven and one-half hours) of personal leave annually, credited on the date of his/her original appointment and on each anniversary date thereafter.

c) Personal leave shall be charged in minimum units of one-quarter hour.

d) Personal leave shall be charged on the basis of seven and one-half hours per day.

e) On the employee's anniversary date, in lieu of forfeiting his or her unused personal leave credits, a portion of the balance not to exceed three (3) days of unused personal leave may be added to and become a part of the employee's sick leave credits.

#### **14.8 Use of Workers' Compensation Leave**

a) An employee necessarily absent from work because of occupational injury or disease as defined by the Workers' Compensation Law shall be allowed to draw accrued leave credits. Upon exhausting leave with full pay, the employee shall be allowed Sick Leave at Half Pay (Section 14.6) benefits for which he/she may be eligible. Sick Leave at Half Pay shall not be granted if:

1) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job-related or is primarily due to some pre-existing medical condition;

2) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis;

3) the employee's services would have been terminated or would have ceased under law;

4) the employee's claim for benefits is controverted.

b) An employee who draws leave credits as provided for in 14.8(a) above, excluding half-pay leave under Sick Leave at Half Pay, shall be entitled to

restoration of such credits, as used during a period of absence for which an award of compensation has been applied for and credited to the System as reimbursement for wages paid. If the Worker's Compensation award period includes absences of less than a full day, a maximum of five such partial days will be restored.

#### **14.9 Other Than Full-Time Employees**

Employees hired to fill positions on an other than a full-time basis; i.e., per diem, hourly or part-time, who are regularly scheduled and who are expected to be so employed continuously for nine months, or employees who voluntarily elect a part-time schedule shall be eligible for leave benefits on a pro-rated basis in the same ratio of the number of hours worked as to the normal work week.

#### **14.10 Absence-Extraordinary Circumstances**

An employee who, because of extraordinary circumstances beyond his control other than those related to weather conditions, is directed to leave work or not to report to work, upon order of the Executive Director, shall not be required to charge such directed absence during such day against leave credits.

#### **14.11 Leave for Professional Examination**

Upon proper advance notice, an employee will be granted time off without charge to leave credits, not including travel, to take one professional examination in his/her professional field. The examination must be related to the employee's current professional duties at NYSTRS

#### **14.12 Leave for Family Illness or Death**

- a) Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of 20 days in any one calendar year.
- b) For the purpose of defining eligibility for sick leave because of illness or death in the immediate family, the term "immediate family" shall be defined as the employee's spouse, child, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, stepparent, stepbrother, stepsister, grandchild, or member of the employee's immediate household.
- c) Requests for bereavement leave shall be subject to approval of the appointing authority; such approval shall not be unreasonably denied.

#### **14.13 Vacation Credit Exchange**

At the end of the last full payroll period in July of each year of this Agreement, any employee who has previously earned and accrued vacation credits may elect to receive cash payment in lieu of the use of up to fifteen (15) days of such accrued vacation credit. Any payment for such credits made pursuant to this section shall be based on the salary in effect during the last payroll period in July of the year in which the election is made and shall be paid in the payroll period ending nearest September 15 of such year.

#### **14.14 Tardiness**

Tardiness at the start of the work day, which has been approved to be charged to accrued leave, must be charged in minimum units of five (5) minutes. Any tardiness in excess of one-quarter of an hour at the start of a given workday will be charged in minimum units of one-quarter of an hour. All other approved tardy charges will be in minimum units of one-quarter of an hour. When the System disallows the charge of tardiness to accrued time, docking will be in minimum units of one-quarter of an hour.

#### **14.15 Leave for Childbearing and Child-rearing**

Employees of the System shall have available leave for childbearing and child-rearing in accordance with the policy in Appendix B of this Agreement.

### **ARTICLE 15**

#### **Leave-Probationary Employees**

A permanent employee holding a position in the competitive or non-competitive class who accepts an appointment to a position within the System or in a State agency, upon written notice that he/she is accepting such appointment, shall be granted a leave of absence from his/her former position, as follows:

a) If appointed from an open-competitive eligible list, for a period not to exceed 26 weeks or the period of his/her actual probation, whichever is less; provided, however, that an appointment to a position outside the System must be to a higher graded position than the one presently held within the System.

b) If appointed under circumstances other than from an open-competitive eligible list, leave shall be granted in accordance with Civil Service Law, Rules, and Regulations. These circumstances are limited to those described in Form PER-73, which is available in the Human Resources Department.

## **ARTICLE 16**

### **Overtime**

**16.1** Overtime in the System is defined as work performed in excess of 37 1/2 hours per week for which employees shall receive compensation at a rate equal to one and one-half times their hourly rate of pay. The first two hours beyond the normal week shall be credited as straight compensatory time off and any work performed in excess of such two-hour period shall receive compensation at a rate equal to one and one-half times the hourly rate of pay for any employee who is eligible to earn overtime pay pursuant to Article 16.2. Employees entitled to earn overtime pay pursuant to Article 16.2 may elect to receive compensatory time off in lieu of overtime pay. Employees electing compensatory time off shall receive such time at the straight time rate for the first 4 1/2 hours worked beyond the normal week. Time worked in excess of such 4 1/2 hour period will be credited at the rate of time and one half. Such election must be made by the second Friday of March of each year and shall be binding through March 31 of the succeeding year.

**16.2** Employees in Grade 19 and above are ineligible to earn overtime pay. Such employees will be granted compensatory time off for any authorized overtime worked. An employee's use of compensatory time is subject, however, to the approval of his/her supervisor, and should be used in advance of personal or annual leave.

**16.3** Overtime credits will be credited and charged in minimum units of one-quarter of an hour.

**16.4** Meal Allowances will be as follows:

\$5.00 for a minimum of 3 consecutive hours worked subsequent to the normal 7 1/2 hour workday;

\$5.00 for a minimum of 6 consecutive hours worked on other than a normal workday;

\$10.00 for a minimum of 9 consecutive hours worked on other than a normal workday.

**16.5** No overtime shall be granted without prior approval from the department head.

**16.6 Eligibility for Overtime While Traveling**

Employees eligible for overtime pay and whose position does not ordinarily require travel shall be eligible for overtime for actual travel and/or services performed while in travel status provided that:

1) the trip is not between the employee's home and official work station as defined by the System;

2) the trip is for the purpose of conducting System business and is authorized in advance.

**16.7 Attendance at Conferences, Conventions, Training Courses**

Employees attending a professional conference, convention, or training course shall not be eligible for overtime.

**ARTICLE 17**

**Recall/On-call**

**17.1 Recall**

Each time an employee is recalled to work overtime after having completed his/her scheduled work period and left his/her scheduled work station, he/she shall be considered to have worked, for the purpose of computing overtime credits, pursuant to Article 16, a minimum of one-half day. If such employee worked overtime for more than one-half day, the total time worked shall be used in computing the total hours worked. This shall not be construed to apply to an employee who reports to work prior to the commencement of the workday.

**17.2 Standby/On-call**

Employees who are required to be available for immediate recall and who must be prepared to return to duty within a limited period of time shall be listed on a standby/on-call assignment roster. Assignment to the roster shall first be offered on a voluntary basis to those employees qualified and

normally required to perform such duties. If there are insufficient volunteers to meet operational needs, all qualified employees will be placed on the roster. Assignment from the roster will be equitably rotated.

Employees will be paid 15% of their hourly rate for each hour they are scheduled and actually remain available for recall pursuant to the standby/on-call roster ("Standby/On-Call Compensation"). In the event an employee is actually recalled to work while performing assigned standby/on-call duty, the employee will receive recall or overtime pay in accordance with Articles 16 and 17. Standby/On-Call compensation will be paid only for those hours not otherwise compensated with recall or overtime pay.

## **ARTICLE 18**

### **Wellness**

- a) The System agrees to provide the Civil Service Voluntary Health Maintenance Program, according to the rules and procedures of the Civil Service Department, to all employees of the System provided such program is made available by the Civil Service Department to all employees of the System.
- b) There shall be available up to \$7000 per year for health screenings, EAP workshops, health education materials and other jointly determined wellness promotion efforts.

## **ARTICLE 19**

### **Civil Service Job Specifications, Eligible Lists, and Exam Fees**

**19.1** The System will make available to an employee the Civil Service job specifications provided by the Department of Civil Service upon request of such employee.

**19.2** Upon request of an employee on a Civil Service list, the System shall request that the Department of Civil Service provide the entire Civil Service test list. If such list is provided to the System, it shall be made available to such employee.

**19.3** System employees taking open competitive exams for titles that exist in the System will be reimbursed the exam fee upon presentation of a receipt.

## **ARTICLE 20**

### **Out-of-Title Work**

No person shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

## **ARTICLE 21**

### **Payroll**

**21.1** With the exception of the late payroll, the System shall pay all its employees on the regular payroll bi-weekly every other Wednesday.

**21.2 Computation on Ten-Day Basis**

Employee salary payments will be calculated on an appropriate ten (10) working day basis rather than a fourteen (14) calendar day basis.

## **ARTICLE 22**

### **Unemployment Insurance**

The System agrees to provide unemployment insurance to all employees in the negotiating unit under the Unemployment Insurance Law of New York State.

## **ARTICLE 23**

### **Educational Assistance Program**

**23.1** The System shall reimburse its full-time employees for 75% of the actual employee expenses for tuition, fees, and books for courses taken, provided the following conditions have been met:

1) Prior approval, on forms supplied by the System, has been obtained. Approval will be granted only for courses for which credit is earned at fully accredited community colleges, junior colleges, colleges, or universities and which are consistent with the mission of the System. Approval will not be granted for recreation, hobby, or personal interest courses. Employees matriculated in a degree program consistent with the mission of the System,



and who have received prior approval for reimbursement for such degree program, shall be reimbursed for all required courses in the program.

2) All requests for prior approval must be accompanied by a copy of the catalog course description in the case of individual courses not part of a degree program. In the case of a degree program, an employee must present evidence of enrollment in such program, a copy of course requirements of such program, and continue to furnish evidence that the course taken satisfies the requirements of such program.

3) Upon completion of the approved course, the employee must provide a transcript establishing a grade of "C" or better, or "Pass" in a "Pass-Fail" grading system, was received and also receipt(s) establishing the actual expenses incurred.

**23.2** The System shall pay the cost of LEAP vouchers for courses taken under CSEA's LEAP Program, subject to the conditions in the previous section.

## **ARTICLE 24**

### **Parking**

The System shall provide parking for its employees as per the Rules and Regulations in Appendix C. Parking privileges shall not be subject to the grievance procedure. No parking fees will be imposed during the term of the 2003-2007 contract.

## **ARTICLE 25**

### **Doctor's Notes**

The normal procedure for authorizing the use of sick leave credits is for the employee to make the request directly to the immediate supervisor and, if requested, to also submit a doctor's note and diagnosis. The System and CSEA recognize, however, that there may be occasions when the employee wishes to keep the requested diagnosis confidential. In order to provide for such a situation and maintain strict confidentiality, the Manager of Human Resources, or the Manager's designee from among staff within the Human Resources Department, shall be designated to receive the medical information and transmit the authorization for use of sick leave credits back to the employee's immediate supervisor.

## **ARTICLE 26**

### **Employee Suggestion Program**

The System shall continue the employee suggestion program as set forth in Appendix A attached hereto.

## **ARTICLE 27**

### **Safety and Health Maintenance**

**27.1** The System and CSEA hereby affirm that it is a basic right of all employees to work in an environment that is as free from hazards and risks to their safety and health as is practicable.

The System is committed to providing safety and health standards for the protection of employees, providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees in order to reduce the potential of on-the-job injury and resulting workers' compensation claims, and in accordance with the New York State Labor Law, Article 2, Section 27a.

CSEA and the System agree to meet three (3) times per year, or more if required, to discuss health and safety issues. Each side shall have three members.

Employees shall comply with all safety and health standards and all rules, regulations, and orders which are applicable to his/her own actions and conduct.

**27.2** Employees and CSEA may exercise all their legal rights to secure a safe and healthful workplace without threats, loss of pay, or other reprisals of any kind.

**27.3** The System shall continue to place first aid kits on each floor of the building for employee use, in accordance with the procedure in effect prior to the effective date of this agreement.

**27.4** The System will formulate and distribute an ergonomic policy to all employees regarding the proper use and care of computer equipment. Reasonable efforts shall be made to insure the health and safety of employees in the use of computer equipment.

## ARTICLE 28

### Travel

#### 28.1 Per Diem Meal and Lodging Expenses

The System shall reimburse, on a per diem basis, employees who are eligible for travel expenses for necessary expenses incurred while away from the office on official System business overnight for a full day for lodging, meals, and incidental expenses related thereto at the Federal lodging and meal per diem rates using the Hi-Lo method.

- a) In order to provide an overnight stay, a hotel receipt will be required.
- b) A full day for purposes of reimbursement is defined as two meals and an overnight stay commencing with the first reimbursable subsistence charge.
- c) An employee who is in travel status for less than a full day shall be reimbursed at the Federal per-diem meal rates using the Federal Hi-Lo method.
- d) Meals will be allowed when time of departure at the beginning of the trip occurs before the following hours:

Breakfast	7:30 a.m.
Dinner	6:00 p.m.

- e) Meals will be allowed when time of return occurs after the following hours:

Breakfast	7:30 a.m.
Dinner	6:00 p.m.

- f) Employees whose assignments at the annual convention of the members of the Teachers' Retirement System requires them to remain overnight and who must depart for the meeting before 11:30 a.m. on Saturday or Sunday in order to report to their assignment will be granted a meal allowance for lunch of \$11.00.

#### 28.2 Mileage Allowance

The System agrees to provide a mileage allowance rate equal to the amount allowed by the Internal Revenue Service as standard mileage rates for business purposes. Any changes in the IRS rate will be effective on the date of the press release of such change or on the effective date whichever is later.

### **28.3 Telephone Call**

When an employee is traveling on official System business overnight, he/she will be entitled to one three-minute call home at System expense. The System will provide the employee with a calling card for this purpose. Phone calls made by any other means will not be reimbursed.

## **ARTICLE 29**

### **Review of Personal History Folder**

**29.1** An employee shall have a reasonable opportunity to review his/her personal history folder in the presence of an appropriate official of the System upon three working days' notice and to file a response of reasonable length to anything contained therein which such employee deems to be adverse. The personal history folder shall contain all memoranda or documents relating to such employee which contain ratings of such employee's performance on his/her job.

**29.2** Upon an employee's written request, an adverse rating four or more years old, specified by the employee, shall be removed from his/her personal history folder. Adverse ratings thus removed shall be retained by the Manager of Human Resources in a separate file and shall only be available for introduction in evidence in a disciplinary proceeding brought pursuant to Article 34 of this Agreement.

## **ARTICLE 30**

### **Salary**

#### **30.1 Salary Increments**

It is hereby agreed annual increments shall be effective April 1, 2003, April 1, 2004, April 1, 2005 and April 1, 2006 to those employees eligible therefor, pursuant to the policy in effect on the date of this Agreement.

Effective April 1, 2006, the number of steps required to progress from the 1st step of the salary schedule to the salary Max will be increased from 4 to 6 for employees hired or promoted on or after April 1, 2006. The increment amount will be adjusted to reflect the additional 2 steps. (See Appendix K)

### **30.2 Salary Increase**

a) Effective April 1, 2003, or on the employee's hire date if hired after April 1, 2003, the basic annual salary of each employee in employment status as of January 8, 2004 will be increased by 2%. Effective April 1, 2003, the basic annual salary of each employee in employment status as of March 31, 2003 will be increased by \$400. The \$400 increase shall not affect an employee's eligibility for or the amount of an increment in their Current Position in any year of the term of this Agreement. For purposes of this Section 30.2(a), Current Position is defined as the position held by the employee as of March 31, 2003. Effective April 1, 2003, the salary schedule established on April 1, 2002, shall be increased by 2%. (See Appendix G)

b) Effective April 1, 2004, the basic annual salary of each employee in employment status as of March 31, 2004, will be increased by 2%, plus \$400, which shall be added to the employee's base salary. The \$400 increase shall not affect an employee's eligibility for or the amount of an increment in their Current Position in any year of the term of this Agreement. For purposes of this Section 30.2(b), Current Position is defined as the position held by the employee as of March 31, 2003, or the employee's hire date if hired after April 1, 2003 and before April 1, 2004. Effective April 1, 2004, the salary schedule established on April 1, 2003, shall be increased by 2%. (See Appendix H)

c) Effective April 1, 2005, the basic annual salary of each employee in employment status as of March 31, 2005 will be increased by 2.75%. Effective April 1, 2005, the salary schedule established on April 1, 2004, shall be increased by 2.75%. (See Appendix I)

d) Effective April 1, 2006, the basic annual salary of each employee in employment status as of March 31, 2006 will be increased by 3%. Effective April 1, 2006, the salary schedule established on April 1, 2005, shall be increased by 3%. (See Appendix J-K)

e) An employee's salary upon promotion will not be adjusted to reflect the \$400 increase to the base salary provided for in Sections 30.2(a) and 30.2(b).

### **30.3 Longevity**

a) Effective April 1 of each year of this Agreement, employees in full-pay status who as of March 31 of each year of this Agreement have been in

their grade and at or above the maximum salary for their grade for five years and who did not receive a five-year longevity payment prior to this date shall receive a longevity payment in the amount of \$750 which shall be added to their salary.

b) Effective April 1 of each year of this Agreement, employees in full-pay status who as of March 31 of each year of this Agreement have been in their grade and at or above the maximum salary for their grade for ten years and who did not receive a ten-year longevity payment prior to this date shall receive a longevity payment in the amount of \$750 which shall be added to their salary.

#### **30.4 Experience Payment**

a) Each employee with 25 years of service with the NYSTRS, as of April 1, 1999, will receive a one-time only \$500 experience payment. Thereafter, each employee will receive such \$500 experience payment upon completing 25 years of service with the NYSTRS. Such payment will not be added to the employee's base salary.

b) Employees, who complete 25 years of service with NYSTRS on or after April 1, 2006, will receive a \$750 experience payment. Such payment will not be added to the employee's base salary.

#### **30.5 Effective Dates**

Such increases as specified in this Article shall become effective the payroll period nearest to the stated date, in the manner provided in Section 44(8) of the New York State Finance Law.

### **ARTICLE 31**

#### **Benefits Provided to All System Employees**

With respect to matters not covered by this Agreement, no benefit or privilege provided to all System employees by law, rule, regulation or practice shall be reduced, impaired or diminished without consultation and discussion with CSEA; provided, however, this in no way is to be construed as limiting the free exercise of rights reserved to the System by Article 5 of this Agreement.

## **ARTICLE 32**

### **Copies of the Agreement**

The System shall produce a sufficient number of copies of the Agreement for distribution to employees. The System further agrees to provide each employee initially appointed on or after the effective date of the Agreement, with a copy of this Agreement. Within reason, additional copies of the agreement will be provided to employees upon request.

## **ARTICLE 33**

### **No Discrimination**

**33.1** CSEA agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex, disability or marital status.

**33.2** The System agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, age, sex, disability, marital status or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

## **ARTICLE 34**

### **Resignation and Discipline**

**34.1** The following disciplinary procedures for incompetency or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law Sections 75 and 76.

#### **34.2 Employee Rights**

a) An employee shall be entitled to representation by CSEA or an attorney at each step of the disciplinary procedures. Unless the employee declines such representation, he/she will be given a reasonable period of time to obtain the representative. If the employee requests representation and the CSEA or employee fails to provide a representative within a reasonable time, the procedure may continue. An arbitrator under Article 34.4(2) shall have the power to find a delay in providing a representative may have been unreasonable. Waiver of representation shall be in writing on Form PER-36.

b) No employee shall be required to submit to an interrogation (i) if the information sought is for use against such employee in a disciplinary pro-

ceeding pursuant to this article, or (ii) after a Notice of Discipline has been served on such employee, or (iii) after the employee's resignation has been requested pursuant to this Article, unless such employee is notified, in advance of interrogation, of his/her right to representation as provided in Article 34.2(a).

c) No employee shall be requested to sign any statement unless the employee is notified of his/her right to representation as provided in Article 34.2(a). A copy of the statement shall be provided to the employee. Any statements or admissions signed by him/her without having been so supplied may not subsequently be used in any disciplinary proceeding.

d) No recording devices or stenographic or other record shall be used during interrogation unless the employee (i) is advised in advance that a transcript is being made, and (ii) is notified of his/her right to representation as provided in Article 34.2(a). A copy of any record made pursuant to this provision shall be supplied to the employee.

e) In all disciplinary proceedings, the employee shall be presumed innocent, until proven guilty and the burden of proof on all matters shall rest upon the System.

f) An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages, or working conditions as the result of the exercise of his/her rights under this Article.

### **34.3 Resignation**

a) An employee who is advised that he/she is alleged to have been guilty of misconduct or incompetency and is therefore requested to resign shall be given a statement written on the resignation form that states that:

1) he/she has a right to consult a representative of CSEA or an attorney or the right to decline such representation before executing the resignation, and a reasonable period of time to obtain such representation, if requested, will be afforded for such purpose,

2) he/she may decline the request to resign and that in lieu thereof a notice of discipline must be served upon him/her before the disciplinary action or penalty may be imposed pursuant to the procedure provided in the Agreements between the System and CSEA,



3) in the event a notice of discipline is served under Article 34.4(2), he/she has the right to object to such Notice by filing a request for a hearing,

4) the Standard Disciplinary Procedure under Article 34.4(2) terminates in binding arbitration,

5) he/she would have the right to representation by CSEA or an attorney at every step of the procedure under Article 34.4(2), and

6) he/she has the right to refuse to sign the resignation, and his/her refusal in this regard cannot be used against him/her in any subsequent proceeding.

b) A resignation which is requested and secured in a manner which fails to comply with this procedure shall be null and void.

#### **34.4 Disciplinary Procedures**

##### **(1) Time and Attendance Disciplinary Procedure**

a) Time and Attendance Disciplinary Procedure shall be used when the notice of discipline contains only allegations of disapproved tardiness and/or unauthorized absence, and/or illness not substantiated by satisfactory medical documentation and/or sick leave abuse. Any notice of discipline which contains any of the aforesaid allegations and allegations of other misconduct or incompetence, shall be brought under the Standard Disciplinary Procedure, Article 34.4(2). A time and attendance disciplinary grievance based upon a Notice of Discipline seeking a penalty other than those specified in paragraph (h) which is not settled or otherwise resolved, shall not be reviewed by the hearing officer, but shall be processed under the terms of Article 34.4(2) of this Agreement.

b) No penalty may be implemented until (i) the employee fails to file a written request for a review by a hearing officer within fourteen (14) days of the service of the Notice of Discipline, (ii) the penalty proposed by the System is upheld by the hearing officer or a different penalty is determined by the hearing officer to be appropriate, or (iii) the matter is settled.

c) If a time and attendance disciplinary grievance has not been settled or otherwise resolved, it shall be reviewed by a hearing officer appointed by the Executive Director. The Executive Director shall appoint three members of the management staff to be hearing officers for a one-year term.

The employee served with the Notice of Discipline shall have the choice of one of the hearing officers to review his/her case.

d) The hearing officer shall schedule a review within fourteen (14) days of the receipt of a written request for review.

e) The Notice of Discipline shall be served on the employee by personal service or it shall be made by registered or certified mail, return receipt requested.

f) An employee is entitled to appear at a review before the hearing officer and is entitled to have a CSEA representative or an attorney, provided at his/her own expense, present. Matters scheduled to be heard by the hearing officer may not be adjourned except at the discretion of the hearing officer for good cause shown.

g) The decision of the hearing officer, rendered in writing within four (4) days of the hearing, with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and not subject to appeal to any other forum. The hearing officer shall, upon a finding of guilt, have full authority to uphold the penalty proposed in the Notice of Discipline or to impose a lesser one of the penalties possible under the Article 34.4(1). In appropriate cases, the hearing officer, in addition to any penalties, may direct the grievant to attend counseling sessions or other appropriate programs.

h) The appropriate penalties for incidents of disapproved tardiness, and/or unauthorized absence, and/or illness not substantiated by satisfactory medical documentation, and/or sick leave abuse shall be as follows:

<u>Type of Offense</u>	<u>Record</u>	<u>Minimum</u>	<u>Maximum</u>
1. 3 incidents or less	1st or 2nd Notice of Discipline	Letter of Reprimand	Fine up to \$100
	3rd Notice of Discipline	\$150 fine	Suspension without pay for 4 weeks
	4th or more Notice of Discipline	\$250 fine	Termination

2. More than 3 incidents, but less than 8	1st or 2nd Notice of Discipline	\$200 fine	Suspension without pay
	3rd or more Notice of Discipline	\$300 fine	Termination
3. 8 or more incidents	1st Notice of Discipline	\$300 fine	Termination
	2nd or more Notice of Discipline	Suspension without pay for 8 weeks	Termination

i) A notice of discipline shall not contain allegations of incidents that occurred more than one year prior to the date the Notice of Discipline was served.

## **(2) Standard Disciplinary Procedure**

a) Where the System seeks to impose discipline for incompetency or misconduct, the penalties shall be limited to (i) a written reprimand (neither evaluations of an employee's performance nor counseling letters shall be considered written reprimands); (ii) suspension without pay; (iii) a fine not to exceed \$100; (iv) loss of leave accruals, (v) reduction in grade; or (vi) termination. The employee shall be served with two copies of the written notice of such discipline which shall contain (i) a description of the acts for which discipline is being imposed, including reference to dates, times, and places, and (ii) the proposed penalty. Service of the Notice of Discipline shall be personal service, if possible, or by registered or certified mail, return receipt requested, if personal service is not possible.

b) The Notice of Discipline served on the employee shall be accompanied by:

- 1) a copy of Article 34;
- 2) a written statement that explains that:
  - i) the employee has a right to object by filing a request for a hearing within fourteen (14) days;

- ii) the appeal procedure provides for an independent arbitrator for its final step;
- iii) he/she is entitled to representation by CSEA or an attorney at every step of the proceeding;
- iv) if an appeal is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

**3) a copy of the Disciplinary Appeal form.**

c) The Local President of CSEA and the Director of Labor Relations for CSEA shall be advised, in writing, of name and work location of the employee against whom a Notice of Discipline has been served. Such service shall be either personal or by registered or certified mail, return receipt requested.

d) The penalty proposed by the System may not be implemented unless (1) the employee fails to file a request for a hearing within fourteen (14) days of the service of the Notice of Discipline or (2) having had a hearing, the employee fails to file a timely appeal as provided below, or (3) the penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or (4) the matter is settled.

**e) Appeal of Notice of Discipline**

1) If not settled or otherwise resolved, the employee may object to the Notice of Discipline by filing, within fourteen (14) days of service of such notice, on Form PER-34, a request for a hearing. Such requests shall be filed with the Manager of Human Resources either by personal service or by registered or certified mail, return receipt requested.

2) The employee shall be entitled to a hearing with the Executive Director or his designee within fourteen (14) days of the filing of the request. The decision of the hearing officer shall be rendered, in writing, no later than fourteen (14) days after such a hearing. The decision shall be delivered in person or by registered or certified mail, return receipt requested. If the decision is not rendered within fourteen (14) days after the hearing, the employee has the right to proceed directly to arbitration in accordance with Section 34.4(2)f.

3) The purpose of the hearing shall be the possible settlement of the matter. The procedure followed will be non-formal disclosure first by the System and then by the employee of the evidence which will be presented and the defenses which will be offered if arbitration occurs. At this hearing, it is not necessary for witnesses to be presented. The employee shall have the right to remain silent at such meeting, except that the CSEA representative or the employee's attorney as provided for in Article 34.2(a), shall present a summary of his/her answers to the charges.

4) The hearing may be waived, in writing, only in accordance with Section 34.4(2)h.

#### **f) Arbitration**

1) If the notice of discipline is not settled or otherwise resolved, it may be appealed to independent arbitration, by filing a written notice with the Manager of Human Resources. The notice shall be on Form PER-34, and service shall be either personal service or by registered or certified mail, return receipt requested. An appeal to arbitration must be made within fourteen (14) days of service of the hearing officer's written decision or within twenty-eight (28) days from the date of the hearing if no written decision has been served within fourteen (14) days of the hearing.

2) The Manager of Human Resources shall, within fourteen (14) days of receipt of the appeal to arbitration, communicate in writing, by registered or certified mail, return receipt requested, for assistance from the Public Employment Relations Board (PERB). The System and CSEA will then be bound by the rules and proceedings of PERB in the selection of an arbitrator and the conduct of the hearing.

3) Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, and probable cause for suspension, if any, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay and benefits for all or part of any period of suspension. If the arbitrator upon review finds

probable cause for the suspension, he/she may consider such suspension in determining the penalty to be imposed. The disciplinary arbitrator is not restricted by the contractual limits on penalties which may be proposed by the System. He/she has full authority, if the remedy proposed by the System is found to be inappropriate, to devise an appropriate remedy including an increase in penalty sought by the System. Except where an employee has been suspended pursuant to Section 34.4(2)(h), the disciplinary arbitrator shall not have the authority to resolve a claimed failure to follow the procedural provisions of this Article, provided however, that he/she shall have the authority to determine whether or not the time limit specified in this Article has been complied with. In the instance where an employee is suspended pursuant to Section 34.4(2)(h) and the hearing will extend beyond one day, the parties may jointly authorize the arbitrator to issue an interim decision and award solely with respect to the issue of whether there was probable cause for the suspension.

4) All fees and expenses of the arbitrator, if any, shall be divided equally between the System and CSEA or the employee if not represented by CSEA. Each party shall bear the costs of preparing and presenting of its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing.

5) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.

g) A disciplinary matter under Section 34.4(2) may be settled at anytime following the service of the Notice of Discipline. The terms of the settlement shall be in writing. An employee, before executing such a settlement, shall be notified of his/her right to representation as provided in Article 34.2(a). A settlement entered into by the employee, his/her attorney or CSEA shall be final and binding on all parties. The local president of CSEA shall be advised of the settlement in writing either personally or by registered or certified mail, return receipt requested, within one day of the execution of such settlement.

h) Prior to exhaustion or institution by an employee of the procedure applicable to discipline, an employee may be suspended without pay only if the

System determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. Such determination shall be reviewable by the arbitrator in accordance with subdivision (f)(3) of this section to determine whether the System had probable cause. Where the employee has been suspended, he/she may, in writing, waive the System level hearing at the time of filing the appeal to arbitration. In the event of such waiver, the employee shall file the appeal for arbitration within fourteen (14) days of the service of the Notice of Discipline. The appeal shall be on Form PER-34 and filed directly with the Manager of Human Resources in accordance with subdivision (f)(1) of this section. The local president of CSEA and the statewide Director of Labor Relations for CSEA shall be notified in writing by registered or certified mail, return receipt requested, within one day of any such suspension. A Notice of Discipline shall be served in accordance with subdivision (a) of this section no later than fourteen (14) days following any such suspension.

i) In the case of an employee who speaks only a language other than English, the written statements required by subdivision (a) of Section 34.3 and subdivision (c) of this section shall also be given in a translation in the language the employee speaks.

j) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the notice of imposition of discipline.

**k) Definitions**

1) As used in this Article, "days" shall mean calendar days.

2) "Service" shall be complete upon personal delivery or, if made by registered or certified mail, return receipt requested, it shall be complete the date the employee or any other person accepting delivery has signed the return receipt or when the letter is returned to the System undelivered.

3) "Filing" shall be complete upon actual receipt.

**34.5 Reassignments**

Changes in shift, reassignment or transfer shall not be made for the purpose of imposing discipline.

### **34.6 Representation**

Where an employee elects to be represented by CSEA exclusively, the CSEA representative assigned by CSEA, if a System employee, shall not suffer any loss of earnings or be required to charge leave credits as a result of investigating or processing the disciplinary appeal during such employee's scheduled working hours. Time spent during work hours shall require reasonable advance request and shall be reasonably controlled by the System so as not to interfere with the proper conduct of System business.

Reasonable and necessary time spent in investigating and in the processing of disciplinary appeals during such employee's scheduled working hours shall be considered as time worked, provided, however, that when such activities extend beyond such employee's scheduled working hours, such time shall not be considered as time worked.

### **34.7 Applicability**

This entire disciplinary procedure shall apply to all persons currently subject to sections 75 and 76 of the Civil Service Law and, in addition, shall apply to those non-competitive class employees described in Section 75(1)(c) who, since last entry into System service, have completed at least two years continuous service in the non-competitive class and those persons in the labor class who, since last entry into System service, have completed at least two years of continuous service in the labor class.

## **ARTICLE 35**

### **Conclusion of Collective Negotiations**

This Agreement is the entire agreement between the System and CSEA, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administration action necessary to implement the provisions of the Agreement.

## **ARTICLE 36**

### **Jury Duty**

**36.1** All monies received by employees for their service on jury duty shall be remitted to the System.



**36.2** Excused time for jury duty used by an employee shall count as time worked.

## **ARTICLE 37**

### **Grievance and Arbitration**

#### **37.1 Definition of Grievance**

A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application, or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the System, shall not be considered contract grievance.

As used in this Article, "days" shall mean calendar days.

#### **37.2** The contract grievance procedure shall be as follows:

**a) Step 1.** The employee or CSEA shall present the grievance in writing on Form PER-39 to be provided by the System to the employee's department manager not later than thirty (30) days after the date on which the act or omission giving rise to the grievance occurred. The manager receiving the grievance shall take steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee or CSEA in writing, on Form PER-39, within fourteen (14) days following the date of submission.

**b) Step 2.** In the event the employee or CSEA wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Executive Director or his/her designee in writing on Form PER-39 within fourteen (14) days of the receipt of the Step 1 decision. A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section of the Agreement which the employee or CSEA claims to have been violated. The Executive Director, or his/her designee, shall meet with the employee or CSEA and shall issue a written decision to the employee or CSEA within thirty (30) days following the day on which the appeal was received.

### **c) Step 3. Arbitration**

1) Contract grievances which are appealable to arbitration pursuant to the terms of this Article may be appealed to arbitration by CSEA by filing a written demand for arbitration on Form PER-39 with the Manager of Human Resources within fourteen (14) days of the receipt of the Step 2 decision. The demand for arbitration shall identify the grievance, the department, the employee or employees involved, and the Agreement provision in dispute.

2) Upon receipt of the demand for arbitration, the Manager of Human Resources shall within fourteen (14) days of receipt of the demand communicate in writing with the Public Employment Relations Board (PERB) requesting assistance. The System and CSEA will then be bound by the rules and proceedings of PERB in the selection of an arbitrator and the conduct of the hearing.

3) At least ten (10) days prior to the arbitration hearing, the System and CSEA shall meet to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

4) The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

5) The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

6) All fees and expenses of the arbitrator and stenographer which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

7) PERB's "Med-Arb" program may be used when mutually agreeable to the System and CSEA.

### **37.3 Miscellaneous-Contract Grievance**

- a) The System shall initiate grievances against CSEA at Step 3.
- b) No transcript is required at any Step. However, either party may request that the session at Step 2 or above be tape recorded at its expense.
- c) An appeal to Step 2 from an unsatisfactory decision at Step 1 shall be signed or countersigned by the CSEA Local 658 President or his/her designee. An appeal to Step 3 from an unsatisfactory decision at Step 2 shall be signed or countersigned by the Director of Labor Relations for CSEA or his/her designee.
- d) Each grievance shall contain a short, plain statement of the grievance and the specific provision of the Agreement claimed to have been violated.
- e) The failure by the System to meet the deadlines specified herein shall permit advancing the matter to the next step. The failure of the grievant or CSEA to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.
- f) The parties may mutually agree to extend any of the time limits provided by this Agreement.
- g) A settlement of or an award upon a contract grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the contract grievance was first presented in accordance with this Article or the date the contract grievance occurred, whichever is the later date.
- h) A settlement of a contract grievance in Step 1 or 2 shall constitute precedent in other and future cases only if the Executive Director of TRS or his/her designee and CSEA agree that such settlement shall have such effect.

## **ARTICLE 38**

### **Unauthorized Absence**

**38.1** Any employee absent from work without authorization for ten (10) consecutive workdays shall be deemed to have resigned from his/her position if he/she has not provided a satisfactory explanation for such absence on or before the eleventh (11th) workday following the commencement of such unauthorized absence.

**38.2** Within twenty (20) calendar days commencing from the tenth (10th) consecutive day of absence from work without authorization, an employee may submit an explanation concerning his/her absence to the Manager of Human Resources. The burden of proof shall be upon the employee to establish that it was not possible for him/her to report to work or notify the Manager of Human Resources of the reason for his/her absence. The Manager of Human Resources shall issue a short response within five (5) calendar days after receipt of such explanation. If the employee is not satisfied with the response, CSEA, upon the employee's request, may appeal the Manager of Human Resources' response to the Executive Director or his/her designee, within five (5) calendar days after receipt of the Manager of Human Resources' response. The Executive Director, or his/her designee, shall issue a written response within five (5) calendar days after receiving such appeal. The procedure contained in this paragraph shall not be grievable.

**38.3** Solely for the purpose of paragraph "1" of Article 38, an employee's absence shall be deemed to be authorized where the employee has received prior approval for the charging of appropriate leave credits or the employee notifies within the ten (10) days set forth in Section 38.1 his/her supervisor or an employee of the department having the authority to approve the charging of his/her leave credits. Notice by the employee regarding an absence given to an appropriate authority shall not constitute approval and will not preclude the System from application of appropriate administrative or legal remedies including but not limited to the imposition of disciplinary charges, docking of the employee's pay, examination by a physician designated by the System and/or directing the employee to secure a physician's statement.

## **ARTICLE 39**

### **Deferred Compensation**

Employees of the System shall be allowed to participate in a deferred compensation program.

## **ARTICLE 40**

### **Flexible Spending Account**

A Committee consisting of three (3) representatives of Management and three (3) representatives of CSEA will be formed to oversee the current flexible-spending program. The committee will have input on issues relating to the program, such as consideration of expanding the program to include additional options that may be available under Section 125 of the Internal Revenue Code of 1986 and selection of the plan administrator. However, the System shall have final decision making authority on all aspects of this program.

## **ARTICLE 41**

### **Severability**

In the event that any article, section or portion of this Agreement, is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

## **ARTICLE 42**

### **APPROVAL OF THE LEGISLATURE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE 43**

### **Duration of Agreement**

The term of this Agreement shall be for four (4) years from April 1, 2003 through March 31, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives May 1, 2004.

## NEW YORK STATE TEACHERS' RETIREMENT SYSTEM

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Beth Bonacquist  
Manager of Human Resources  
Chair, System Negotiating Team

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Joseph Indelicato  
Associate General Counsel  
Member, System Negotiating Team

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Kevin Schaefer  
Manager of Information Services  
Member, System Negotiating Team

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Joseph Massaroni  
Manager of Member Benefits  
Member, System Negotiating Team

---

Kendra Tyrell  
Human Resources Associate  
Member, System Negotiating Team

---

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
ON THE BEHALF OF LOCAL 658**

---

Andrew MacDonald  
Labor Relations Specialist  
Civil Service Employees Association, Inc.

---

Shirley I. Wilkins  
Chair, CSEA Negotiating Team

---

Michael D'Alessandro  
President, Local 658

---

Doris Santore  
Vice President, Local 658

---

Donna Keefer  
Secretary, Local 658

---

Ed Buda  
Treasurer, Local 658

**APPENDIX A  
EMPLOYEE SUGGESTION PROGRAM**

- 1) The purpose of the program is to stimulate creative and progressive thinking by System employees about ways to
  - a) save the System money through increased efficiency;
  - b) to improve service to members; and/or
  - c) make the System a safer place to work.
- 2) Suggestions must be original, result in an improvement in the System's services or functions, explain how the change would be accomplished, and

explain what benefits would accrue to the System, particularly in terms of efficiency and economy, public relations, or safety.

3) Suggestion forms will be available in the display rack near Human Resources. Forms must be in writing, preferably typed, and signed by the employee. Anonymous suggestions will be rejected.

4) Suggestions will be considered on a "first in" basis; that is, in case of duplication, the earliest suggestion will be recognized.

5) Receipt of suggestions will be acknowledged. A committee as designated by the Executive Director will investigate and evaluate suggestions, and a decision will be forwarded to the suggester within 90 days of the receipt of the suggestion.

6) Supervisors in positions allocated to Grade 14 and above may not make suggestions under this program relative to work under their jurisdiction, as supervisors at this level are expected to make work improvement suggestions as a regular part of their job duties, but they may make suggestions in areas outside of their jurisdiction.

7) No employee is eligible for an award if the suggestion is an integral part of his/her job duties and responsibilities.

8) Cash awards will be made by the committee in accordance with the following schedule:

- a) suggestions which result in measurable savings to the System-5% of the estimated first year's anticipated savings to a maximum of \$2500- as determined by the committee;

- b) suggestions which improve service, public relations or safety but do not result in savings-\$50. Each cash award will be accompanied by a Certificate of Merit signed by the Executive Director.

9) Awards will be presented by the employee's department head in the presence of fellow employees. In the case of major awards, the Executive Director will make the presentation at a Board meeting, if possible. Winners will be published in the "Mission Update." News releases with pictures will be sent to all local newspapers by the Public Information Office, with the consent of the employee.



## **APPENDIX B**

### **1. Leave for Pregnancy or Childbirth**

In general, employees unable to work due to pregnancy or childbirth shall be treated as any other employee who might be incapacitated and unable to work because of personal illness. Current attendance rules regarding sick leave, sick leave at half pay, and sick leave without pay apply in cases of incapacity due to maternity. Particulars are given below:

**A.** Pregnant employees may be asked or encouraged to report the existence of pregnancy, but they may not be required to do so within any specified time limit; e.g., after four (4) months. However, where the nature of the duties performed may be particularly hazardous or burdensome during pregnancy, they should be asked or encouraged to do so.

**B.** A pregnant employee, as other medically disabled employees, may be required to submit medical evidence as to fitness to perform her duties and/or may be required to undergo a medical examination, at the expense of the System, by a physician designated by the System to determine her fitness to do her work. The pregnant employee who is determined to be medically disabled for the performance of her duties must be treated the same as any other employee similarly disabled insofar as sick leave benefits are concerned.

**C.** A pregnant employee may not be required to stop working after any specified period of pregnancy; e.g., at the seventh (7th) month. However, based on the physician's recommendation, the System can mandate the commencement of leave if an employee is unable to perform her duties.

**D.** Before a leave can be granted, a pregnant employee must submit a Request for Leave, form PER-40 to her supervisor, which must include a statement from her physician giving the expected delivery date.

**E.** In cases of normal pregnancy and childbirth, doctors usually consider women disabled approximately four (4) weeks before delivery and six (6) weeks afterward the "period of disability." Medical documentation will be necessary to receive sick leave with pay. Upon going on leave, a pregnant employee must first draw upon her time accruals (sick leave, vacation credits, compensatory overtime, and personal).

**F.** If a pregnant employee has insufficient accruals to cover the "period of disability," she may be eligible for sick leave at half pay, but only for that part of the "period of disability" not covered by accruals.

**G.** When a pregnant employee is no longer eligible for sick leave at full pay or half pay, she shall be placed on sick leave without pay for that period of time necessary to cover the "period of disability."

**H.** No sick leave policy should be construed to require extension of any employment beyond the time it would otherwise have terminated.

**I.** An employee wishing to return to work must present a physician's statement indicating her ability to fully perform all the duties and responsibilities of her position.

**J.** Not less than three (3) weeks prior to the end of her pregnancy or child-birth leave, the employee must either a) notify Human Resources, in writing, of her intention to return to work upon the expiration of her leave; b) submit a written resignation; or c) apply for child care leave .

## **2. Leave for Child Care**

**A.** Any employee may apply for child care leave on the birth or adoption of their child. Such leave shall not exceed twenty-nine (29) weeks.

**B.** Request for Child Care Leave shall be made on Form PER-40, Request for Leave, to the Human Resources Office. Such requests shall be made at least three (3) weeks before the anticipated start of the leave.

**C.** Upon going on leave, employees must draw upon their accruals other than sick leave (annual, personal, and compensatory overtime) with the exception that the employee may retain up to three (3) days of personal leave.

**D.** If the employee has sufficient accruals to cover the entire period of the child care leave, the leave shall be at full pay.

**E.** If the employee has insufficient accruals to cover the entire period of the leave, the portion not covered shall be without pay.

**F.** This leave policy should not be construed to require extension of any employment beyond the time it would otherwise have terminated.

**G.** Not less than three (3) weeks prior to the end of the leave, the employee must either notify the Human Resources Office, in writing, of a) intention to return to work; or b) resignation. Failure to do one of the two above shall be considered an automatic resignation.

#### **NOTE TO EMPLOYEES AND SUPERVISORS**

Since there are so many variables involved in a child care leave and no two are alike, employees and their supervisors should consult with the Human Resources Office for the specifics of such leave.

### **APPENDIX C**

#### **Parking Rules and Regulations**

##### **A. Allocation of Parking Spaces**

The allocation of parking spaces in the System's parking facilities shall be made at the discretion of the System.

##### **B. Parking Regulations**

1. Only employees of the System may park in the System's parking lot.
2. Parkers unauthorized pursuant to these rules and regulations will be subject to having their vehicle towed away at their own expense.
3. Employees may park in any available space (except "Visitors," "Handicapped," numbered, "Employee of the Year" or designated Board member spaces).
4. Parkers are expected to drive at a safe speed in the parking lot.
5. The parking lot shall be opened from approximately 7:00 a.m. to 11:00 p.m. and parking shall be authorized only during this time period. Overnight parking is not allowed without permission.

##### **C. Disclaimer of Liability by the System**

The System assumes no responsibility or liability for the damage to or theft of any vehicle or its contents or for the personal injury to an employee or any other person while present on the parking facility.

##### **D. Revocation of Parking Privileges**

The System reserves the right to terminate the parking privileges of any employee at any time, without notice. The basis for such termination shall be violation of the above rules and regulations.

## **E. Changes in Rules and Regulations**

Rules and regulations governing parking are subject to change.

## **APPENDIX D**

### **Leave Donation Program**

#### **A) Intent**

The intent of the leave donation program is to provide a means to assist employees who, because of personal illness or illness in their family, have exhausted their leave accruals and would otherwise be subject to a severe loss of income during a continued absence from work.

#### **B) Guidelines for Administration of Program**

1) In order to receive leave donations an employee must:

- ❖ Be absent due to a non-occupational, personal illness or disability for which they have submitted ( and continue to submit as requested) medical documentation satisfactory to management, or be absent due to a personal illness or an illness in his or her family. Family member for purposes of this section is defined as:
  - Spouse
  - Parents - biological, adoptive or an individual who stood in loco parentis ("in place of a parent") to an employee when he/she was a child
  - Child - biological, adopted, foster, stepchild, legal ward or a child of a person standing in loco parentis. The child must be under 18 years old or if 18 or over must be incapable of self-care because of mental or physical disability.
  - Sibling - biological or adopted
  - Member of the employee's immediate household.
- ❖ Have exhausted all leave accruals with the exception that an employee may retain up to 22 ½ hours of personal leave
- ❖ Be expected to continue to be absent for at least two (2) bi weekly payroll periods following exhaustion of leave credits

- 2) The System will not initiate the solicitation of donations on an employee's behalf. Such requests must be initiated by an employee. Any employee may submit a request to the Human Resources Department, in writing, to canvass System staff to determine if they wish to donate time to the recipient.
- 3) Upon receipt of such written request, the Human Resources Department will contact the recipient to determine whether he/she wishes to participate in the program.
- 4) If the recipient wishes to participate in the program, the Human Resources Department will circulate a memorandum to System staff inviting them to donate time to the recipient.
- 5) The donor will return the memorandum to the Human Resources Department; the tear off section of the memorandum will be placed in a box and shall be drawn on a random basis, as needed.
- 6) The donor will be notified of the use of his/her annual leave or compensatory credits and be advised how to subtract such leave credits from his/her leave accruals on his/her bi-weekly Attendance and Accrual Record.
- 7) The donor may donate annual leave or compensatory time only; however, there is no maximum number of days which can be donated; nor is there a maximum number of times a donor may make donations to a recipient.
- 8) Donations must be made in increments of 7 1/2 hours, regardless of the work schedule or percentage of employment of the donor or recipient.
- 9) A donor may not donate annual leave credits or compensatory time, which would otherwise be forfeited.
- 10) The identity of donors will not be disclosed by the Human Resources Department.
- 11) Prior to use, a donor may withdraw his/her donation by notifying the Human Resources Department in writing.
- 12) There is no maximum number of days which a recipient may accept provided that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule, or regulation.

13) If the recipient is eligible for sick leave at half-pay, donated credits may be used to supplement such sick leave at half-pay. When a recipient is placed on sick leave at half-pay, half-day units of annual leave will be credited to him/her, so that he/she will continue to receive full pay.

14) Recipients who are ineligible for sick leave at half pay (i.e. temporary employees and permanent employees with less than one (1) year of continuous service) may elect to use donated credits in either half or full day units after exhaustion of leave credits.

15) Recipients are deemed to be in leave without pay status for attendance and leave purposes while using donated annual leave or compensatory credits; therefore, they do not earn regular bi-weekly leave accruals for any payroll period in which they are credited with more than three (3) days' donated leave.

16) Recipients do not receive personal leave or additional vacation credit if their anniversary date(s) fall while they are using donated leave credits. (In such cases, the annual leave and/or personal leave date(s) will be adjusted upon the return of the employee to full pay status without the use of donated leave)

17) While using donated credits, the recipient continues to have health insurance premiums, retirement contributions (if any), and other payroll deductions withheld from his/her paycheck so long as the paycheck is of an amount to cover these deductions.

18) The recipient continues to receive retirement service credit for days for which he/she is in pay status.

19) If the recipient is separated from the System or returns to work and no additional absences are anticipated and there is donated time remaining, the Human Resources Department will notify donors that their credits will not be needed.

20) These program guidelines are printed in this Agreement for informational purposes only. The program is not subject to the grievance procedure contained in article 37 of the Agreement.

## **APPENDIX E**

### **Probation**

Effective January 8, 2004, the probationary period for part-time employees will be a minimum of 52 weeks up to a maximum of 104 weeks, the term of such probationary period to be determined by management. The probationary period for full-time employees shall be in accordance with Civil Service Law.

## **APPENDIX F**

### **Layoff**

Effective January 8, 2004, the Employer shall meet with CSEA at least 60 days prior to any planned layoffs/reductions in force to discuss the issue.

**APPENDIX G**  
**SALARY SCHEDULE**  
**Effective April 1, 2003**

<b>Grade</b>	<b>Inc</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>Max</b>
1	\$1,076	\$17,516	\$18,592	\$19,669	\$20,745	\$21,821
2	\$1,126	\$18,214	\$19,340	\$20,467	\$21,593	\$22,719
3	\$1,182	\$19,137	\$20,319	\$21,501	\$22,682	\$23,864
4	\$1,243	\$20,033	\$21,276	\$22,519	\$23,761	\$25,004
5	\$1,306	\$21,016	\$22,322	\$23,628	\$24,934	\$26,240
6	\$1,364	\$22,208	\$23,572	\$24,935	\$26,299	\$27,662
7	\$1,433	\$23,473	\$24,906	\$26,340	\$27,773	\$29,206
8	\$1,488	\$24,827	\$26,315	\$27,803	\$29,291	\$30,779
9	\$1,560	\$26,244	\$27,804	\$29,363	\$30,923	\$32,482
10	\$1,638	\$27,778	\$29,416	\$31,054	\$32,691	\$34,329
11	\$1,725	\$29,420	\$31,145	\$32,871	\$34,596	\$36,321
12	\$1,795	\$31,104	\$32,899	\$34,695	\$36,490	\$38,285
13	\$1,883	\$32,960	\$34,843	\$36,726	\$38,609	\$40,492
14	\$1,971	\$34,900	\$36,871	\$38,841	\$40,812	\$42,782
15	\$2,058	\$36,927	\$38,985	\$41,043	\$43,101	\$45,159
16	\$2,156	\$39,037	\$41,193	\$43,349	\$45,505	\$47,661
17	\$2,278	\$41,272	\$43,550	\$45,827	\$48,105	\$50,382
18	\$2,391	\$43,664	\$46,055	\$48,445	\$50,836	\$53,226
19	\$2,504	\$46,060	\$48,564	\$51,069	\$53,573	\$56,077
20	\$2,616	\$48,459	\$51,075	\$53,692	\$56,308	\$58,924
21	\$2,748	\$51,059	\$53,807	\$56,554	\$59,302	\$62,049
22	\$2,874	\$53,851	\$56,725	\$59,598	\$62,472	\$65,345
23	\$3,004	\$56,744	\$59,748	\$62,752	\$65,756	\$68,760
24	\$3,125	\$59,811	\$62,936	\$66,061	\$69,185	\$72,310
25	\$3,272	\$63,145	\$66,417	\$69,690	\$72,962	\$76,234
26	\$3,421	\$66,403	\$69,824	\$73,246	\$76,667	\$80,088
27	\$3,552	\$69,928	\$73,480	\$77,032	\$80,583	\$84,135
28	\$3,701	\$71,573	\$75,274	\$78,975	\$82,675	\$86,376
29	\$3,853	\$75,376	\$79,229	\$83,082	\$86,934	\$90,787
30	\$4,012	\$79,352	\$83,364	\$87,376	\$91,387	\$95,399
31	\$4,173	\$83,625	\$87,798	\$91,971	\$96,143	\$100,316
32	\$4,327	\$88,116	\$92,443	\$96,769	\$101,096	\$105,422
33	\$4,484	\$92,940	\$97,424	\$101,908	\$106,392	\$110,876
34	\$4,655	\$97,940	\$102,595	\$107,250	\$111,904	\$116,559
35	\$4,819	\$103,051	\$107,870	\$112,689	\$117,508	\$122,327
36	\$4,991	\$108,277	\$113,268	\$118,259	\$123,249	\$128,240
37	\$5,161	\$113,994	\$119,155	\$124,316	\$129,477	\$134,638



**APPENDIX H**  
**SALARY SCHEDULE**  
**Effective April 1, 2004**

<b>Grade</b>	<b>Inc</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>Max</b>
1	\$1,098	\$17,866	\$18,964	\$20,062	\$21,159	\$22,257
2	\$1,149	\$18,578	\$19,727	\$20,876	\$22,024	\$23,173
3	\$1,205	\$19,520	\$20,725	\$21,931	\$23,136	\$24,341
4	\$1,268	\$20,434	\$21,702	\$22,969	\$24,237	\$25,504
5	\$1,332	\$21,436	\$22,768	\$24,101	\$25,433	\$26,765
6	\$1,391	\$22,652	\$24,043	\$25,434	\$26,824	\$28,215
7	\$1,462	\$23,942	\$25,404	\$26,866	\$28,328	\$29,790
8	\$1,518	\$25,324	\$26,842	\$28,360	\$29,877	\$31,395
9	\$1,591	\$26,769	\$28,360	\$29,951	\$31,541	\$33,132
10	\$1,671	\$28,334	\$30,005	\$31,675	\$33,346	\$35,016
11	\$1,760	\$30,008	\$31,768	\$33,528	\$35,287	\$37,047
12	\$1,831	\$31,726	\$33,557	\$35,389	\$37,220	\$39,051
13	\$1,921	\$33,619	\$35,540	\$37,461	\$39,381	\$41,302
14	\$2,010	\$35,598	\$37,608	\$39,618	\$41,628	\$43,638
15	\$2,099	\$37,666	\$39,765	\$41,864	\$43,963	\$46,062
16	\$2,199	\$39,818	\$42,017	\$44,216	\$46,415	\$48,614
17	\$2,323	\$42,097	\$44,420	\$46,744	\$49,067	\$51,390
18	\$2,439	\$44,537	\$46,976	\$49,414	\$51,853	\$54,291
19	\$2,555	\$46,981	\$49,536	\$52,090	\$54,645	\$57,199
20	\$2,669	\$49,428	\$52,097	\$54,765	\$57,434	\$60,102
21	\$2,803	\$52,080	\$54,883	\$57,685	\$60,488	\$63,290
22	\$2,931	\$54,928	\$57,859	\$60,790	\$63,721	\$66,652
23	\$3,064	\$57,879	\$60,943	\$64,007	\$67,071	\$70,135
24	\$3,187	\$61,007	\$64,194	\$67,382	\$70,569	\$73,756
25	\$3,338	\$64,408	\$67,746	\$71,084	\$74,421	\$77,759
26	\$3,490	\$67,731	\$71,221	\$74,711	\$78,200	\$81,690
27	\$3,623	\$71,327	\$74,950	\$78,573	\$82,195	\$85,818
28	\$3,775	\$73,004	\$76,779	\$80,554	\$84,329	\$88,104
29	\$3,930	\$76,884	\$80,814	\$84,744	\$88,673	\$92,603
30	\$4,092	\$80,939	\$85,031	\$89,123	\$93,215	\$97,307
31	\$4,256	\$85,298	\$89,554	\$93,810	\$98,066	\$102,322
32	\$4,413	\$89,878	\$94,291	\$98,704	\$103,117	\$107,530
33	\$4,574	\$94,799	\$99,373	\$103,947	\$108,520	\$113,094
34	\$4,748	\$99,899	\$104,647	\$109,395	\$114,142	\$118,890
35	\$4,916	\$105,112	\$110,028	\$114,943	\$119,859	\$124,774
36	\$5,091	\$110,443	\$115,534	\$120,624	\$125,715	\$130,805
37	\$5,264	\$116,274	\$121,538	\$126,803	\$132,067	\$137,331

**APPENDIX I**  
**SALARY SCHEDULE**  
**Effective April 1, 2005**

<b>Grade</b>	<b>Inc</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>Max</b>
1	\$1,128	\$18,357	\$19,485	\$20,613	\$21,741	\$22,869
2	\$1,180	\$19,089	\$20,269	\$21,450	\$22,630	\$23,810
3	\$1,238	\$20,057	\$21,295	\$22,534	\$23,772	\$25,010
4	\$1,302	\$20,996	\$22,298	\$23,601	\$24,903	\$26,205
5	\$1,369	\$22,025	\$23,394	\$24,763	\$26,132	\$27,501
6	\$1,429	\$23,275	\$24,704	\$26,133	\$27,562	\$28,991
7	\$1,502	\$24,600	\$26,102	\$27,605	\$29,107	\$30,609
8	\$1,560	\$26,020	\$27,580	\$29,139	\$30,699	\$32,258
9	\$1,635	\$27,505	\$29,140	\$30,774	\$32,409	\$34,043
10	\$1,717	\$29,113	\$30,830	\$32,546	\$34,263	\$35,979
11	\$1,808	\$30,833	\$32,641	\$34,450	\$36,258	\$38,066
12	\$1,882	\$32,598	\$34,480	\$36,362	\$38,243	\$40,125
13	\$1,974	\$34,544	\$36,518	\$38,491	\$40,465	\$42,438
14	\$2,065	\$36,577	\$38,642	\$40,708	\$42,773	\$44,838
15	\$2,157	\$38,702	\$40,859	\$43,016	\$45,172	\$47,329
16	\$2,260	\$40,913	\$43,173	\$45,432	\$47,692	\$49,951
17	\$2,387	\$43,255	\$45,642	\$48,029	\$50,416	\$52,803
18	\$2,506	\$45,762	\$48,268	\$50,773	\$53,279	\$55,784
19	\$2,625	\$48,273	\$50,898	\$53,523	\$56,147	\$58,772
20	\$2,742	\$50,787	\$53,529	\$56,271	\$59,013	\$61,755
21	\$2,880	\$53,512	\$56,392	\$59,271	\$62,151	\$65,030
22	\$3,012	\$56,439	\$59,451	\$62,462	\$65,474	\$68,485
23	\$3,148	\$59,471	\$62,619	\$65,768	\$68,916	\$72,064
24	\$3,275	\$62,685	\$65,960	\$69,235	\$72,509	\$75,784
25	\$3,430	\$66,179	\$69,609	\$73,038	\$76,468	\$79,897
26	\$3,586	\$69,594	\$73,180	\$76,765	\$80,351	\$83,936
27	\$3,723	\$73,288	\$77,011	\$80,733	\$84,456	\$88,178
28	\$3,879	\$75,012	\$78,891	\$82,770	\$86,648	\$90,527
29	\$4,038	\$78,998	\$83,036	\$87,074	\$91,112	\$95,150
30	\$4,205	\$83,165	\$87,370	\$91,574	\$95,779	\$99,983
31	\$4,373	\$87,644	\$92,017	\$96,390	\$100,763	\$105,136
32	\$4,534	\$92,350	\$96,884	\$101,419	\$105,953	\$110,487
33	\$4,700	\$97,406	\$102,106	\$106,805	\$111,505	\$116,204
34	\$4,878	\$102,646	\$107,524	\$112,403	\$117,281	\$122,159
35	\$5,051	\$108,003	\$113,054	\$118,104	\$123,155	\$128,205
36	\$5,231	\$113,480	\$118,711	\$123,941	\$129,172	\$134,402
37	\$5,409	\$119,472	\$124,881	\$130,290	\$135,699	\$141,108

**APPENDIX J**  
**SALARY SCHEDULE**  
**Effective April 1, 2006**

<b>Grade</b>	<b>Inc</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>Max</b>
1	\$1,162	\$18,908	\$20,070	\$21,232	\$22,393	\$23,555
2	\$1,216	\$19,662	\$20,878	\$22,093	\$23,309	\$24,524
3	\$1,275	\$20,659	\$21,934	\$23,210	\$24,485	\$25,760
4	\$1,341	\$21,626	\$22,967	\$24,309	\$25,650	\$26,991
5	\$1,410	\$22,686	\$24,096	\$25,506	\$26,916	\$28,326
6	\$1,472	\$23,973	\$25,445	\$26,917	\$28,389	\$29,861
7	\$1,547	\$25,338	\$26,885	\$28,433	\$29,980	\$31,527
8	\$1,606	\$26,801	\$28,407	\$30,014	\$31,620	\$33,226
9	\$1,684	\$28,330	\$30,014	\$31,697	\$33,381	\$35,064
10	\$1,768	\$29,986	\$31,754	\$33,522	\$35,290	\$37,058
11	\$1,863	\$31,758	\$33,621	\$35,483	\$37,346	\$39,208
12	\$1,938	\$33,576	\$35,514	\$37,453	\$39,391	\$41,329
13	\$2,033	\$35,580	\$37,613	\$39,646	\$41,678	\$43,711
14	\$2,127	\$37,674	\$39,801	\$41,929	\$44,056	\$46,183
15	\$2,222	\$39,863	\$42,085	\$44,306	\$46,528	\$48,749
16	\$2,328	\$42,140	\$44,468	\$46,795	\$49,123	\$51,450
17	\$2,459	\$44,553	\$47,012	\$49,470	\$51,929	\$54,387
18	\$2,581	\$47,135	\$49,716	\$52,297	\$54,877	\$57,458
19	\$2,704	\$49,721	\$52,425	\$55,128	\$57,832	\$60,535
20	\$2,824	\$52,311	\$55,135	\$57,960	\$60,784	\$63,608
21	\$2,966	\$55,117	\$58,083	\$61,049	\$64,015	\$66,981
22	\$3,102	\$58,132	\$61,234	\$64,336	\$67,438	\$70,540
23	\$3,243	\$61,255	\$64,498	\$67,741	\$70,983	\$74,226
24	\$3,373	\$64,566	\$67,939	\$71,312	\$74,685	\$78,058
25	\$3,533	\$68,164	\$71,697	\$75,229	\$78,762	\$82,294
26	\$3,693	\$71,682	\$75,375	\$79,068	\$82,761	\$86,454
27	\$3,834	\$75,487	\$79,321	\$83,155	\$86,989	\$90,823
28	\$3,995	\$77,262	\$81,257	\$85,253	\$89,248	\$93,243
29	\$4,159	\$81,368	\$85,527	\$89,687	\$93,846	\$98,005
30	\$4,331	\$85,660	\$89,991	\$94,321	\$98,652	\$102,982
31	\$4,504	\$90,273	\$94,777	\$99,282	\$103,786	\$108,290
32	\$4,670	\$95,121	\$99,791	\$104,462	\$109,132	\$113,802
33	\$4,841	\$100,328	\$105,169	\$110,009	\$114,850	\$119,690
34	\$5,025	\$105,725	\$110,750	\$115,775	\$120,799	\$125,824
35	\$5,202	\$111,243	\$116,445	\$121,647	\$126,849	\$132,051
36	\$5,388	\$116,884	\$122,272	\$127,659	\$133,047	\$138,434
37	\$5,571	\$123,056	\$128,627	\$134,199	\$139,770	\$145,341

**APPENDIX K  
SALARY SCHEDULE  
Effective April 1, 2006**

<b>Grade</b>	<b>Inc</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>	<b>Max</b>
1	\$775	\$18,908	\$19,683	\$20,457	\$21,232	\$22,006	\$22,781	\$23,555
2	\$810	\$19,662	\$20,472	\$21,283	\$22,093	\$22,903	\$23,714	\$24,524
3	\$850	\$20,659	\$21,509	\$22,359	\$23,210	\$24,060	\$24,910	\$25,760
4	\$894	\$21,626	\$22,520	\$23,414	\$24,309	\$25,203	\$26,097	\$26,991
5	\$940	\$22,686	\$23,626	\$24,566	\$25,506	\$26,446	\$27,386	\$28,326
6	\$981	\$23,973	\$24,954	\$25,936	\$26,917	\$27,898	\$28,880	\$29,861
7	\$1,032	\$25,338	\$26,370	\$27,401	\$28,433	\$29,464	\$30,496	\$31,527
8	\$1,071	\$26,801	\$27,872	\$28,943	\$30,014	\$31,084	\$32,155	\$33,226
9	\$1,122	\$28,330	\$29,452	\$30,575	\$31,697	\$32,819	\$33,942	\$35,064
10	\$1,179	\$29,986	\$31,165	\$32,343	\$33,522	\$34,701	\$35,879	\$37,058
11	\$1,242	\$31,758	\$33,000	\$34,241	\$35,483	\$36,725	\$37,966	\$39,208
12	\$1,292	\$33,576	\$34,868	\$36,160	\$37,453	\$38,745	\$40,037	\$41,329
13	\$1,355	\$35,580	\$36,935	\$38,290	\$39,646	\$41,001	\$42,356	\$43,711
14	\$1,418	\$37,674	\$39,092	\$40,510	\$41,929	\$43,347	\$44,765	\$46,183
15	\$1,481	\$39,863	\$41,344	\$42,825	\$44,306	\$45,787	\$47,268	\$48,749
16	\$1,552	\$42,140	\$43,692	\$45,243	\$46,795	\$48,347	\$49,898	\$51,450
17	\$1,639	\$44,553	\$46,192	\$47,831	\$49,470	\$51,109	\$52,748	\$54,387
18	\$1,721	\$47,135	\$48,856	\$50,576	\$52,297	\$54,017	\$55,738	\$57,458
19	\$1,802	\$49,721	\$51,523	\$53,326	\$55,128	\$56,930	\$58,733	\$60,535
20	\$1,883	\$52,311	\$54,194	\$56,077	\$57,960	\$59,842	\$61,725	\$63,608
21	\$1,977	\$55,117	\$57,094	\$59,072	\$61,049	\$63,026	\$65,004	\$66,981
22	\$2,068	\$58,132	\$60,200	\$62,268	\$64,336	\$66,404	\$68,472	\$70,540

**APPENDIX K**  
**SALARY SCHEDULE**  
**Effective April 1, 2006**  
*(continued)*

<b>Grade</b>	<b>Inc</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>	<b>Max</b>
23	\$2,162	\$61,255	\$63,417	\$65,579	\$67,741	\$69,902	\$72,064	\$74,226
24	\$2,249	\$64,566	\$66,815	\$69,063	\$71,312	\$73,561	\$75,809	\$78,058
25	\$2,355	\$68,164	\$70,519	\$72,874	\$75,229	\$77,584	\$79,939	\$82,294
26	\$2,462	\$71,682	\$74,144	\$76,606	\$79,068	\$81,530	\$83,992	\$86,454
27	\$2,556	\$75,487	\$78,043	\$80,599	\$83,155	\$85,711	\$88,267	\$90,823
28	\$2,664	\$77,262	\$79,926	\$82,589	\$85,253	\$87,916	\$90,580	\$93,243
29	\$2,773	\$81,368	\$84,141	\$86,914	\$89,687	\$92,459	\$95,232	\$98,005
30	\$2,887	\$85,660	\$88,547	\$91,434	\$94,321	\$97,208	\$100,095	\$102,982
31	\$3,003	\$90,273	\$93,276	\$96,279	\$99,282	\$102,284	\$105,287	\$108,290
32	\$3,114	\$95,121	\$98,235	\$101,348	\$104,462	\$107,575	\$110,689	\$113,802
33	\$3,227	\$100,328	\$103,555	\$106,782	\$110,009	\$113,236	\$116,463	\$119,690
34	\$3,350	\$105,725	\$109,075	\$112,425	\$115,775	\$119,124	\$122,474	\$125,824
35	\$3,468	\$111,243	\$114,711	\$118,179	\$121,647	\$125,115	\$128,583	\$132,051
36	\$3,592	\$116,884	\$120,476	\$124,067	\$127,659	\$131,251	\$134,842	\$138,434
37	\$3,714	\$123,056	\$126,770	\$130,484	\$134,199	\$137,913	\$141,627	\$145,341